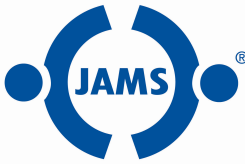


EXHIBIT C

Case No. 21-CV-0817-TSZ

(Exhibit C to Mann Declaration)



APPOINTMENT OF ARBITRATOR

March 18, 2022

William C. Rava Esq.
Christian W. Marcelo Esq.
Jacob P. Dini Esq.
Perkins Coie, LLP
1201 Third Ave.
Suite 4900
Seattle, WA 98101-3099

Philip P. Mann Esq.
Mann Law Group
403 Madison Ave N
Suite 240
Bainbridge Island, WA 98110

Re: Bungie, Inc vs. Aimjunkies.com, et al.
Reference #: 5160000075

Dear Parties:

Hon. Ronald E. Cox (Ret.) has been appointed as Arbitrator in the above-referenced matter. In accordance with the JAMS Comprehensive Rules no party may have *ex-parte* communications with the Arbitrator. Any necessary communication with the Arbitrator must be initiated through the case manager.

The Arbitrator will bill in accordance with the enclosed Fee Schedule. Each party will be assessed a pro rata share of all fees and expenses, unless JAMS is notified otherwise by the arbitrator or parties. Under appropriate circumstances, the Arbitrator may award against any party JAMS fees and expenses. JAMS agreement to render services is not only with the parties, but extends to the attorney or other representative of the parties in the arbitration.

The parties have been billed a preliminary deposit to cover the expense of all pre-hearing work, such as reading, drafting of orders, and conference calls. An invoice for this deposit is attached. Payment is due upon receipt. Upon receipt of payment, a Preliminary Arbitration Management Conference Call will be scheduled with the Arbitrator.

Your new contact person for this file is Michelle Nemeth, Case Manager to Hon. Ronald E. Cox (Ret.).

Michelle Nemeth
1420 Fifth Ave. Suite 1650
Seattle, WA 98101
Phone: 206-292-0441
Fax: 206-292-9082
Email: mnemeth@jamsadr.com

Contact me at 206-292-0457 or mwilson@jamsadr.com if you have questions.

Sincerely,

A handwritten signature in black ink that reads "M Wilson". The "M" is stylized with a large loop, and "Wilson" is written in a cursive script.

Michele Wilson
Senior Case Manager
mwilson@jamsadr.com

Enclosure

DEPOSIT REQUEST**Invoice Date**

3/17/2022

Invoice Number

6103844

Bill To: **Mr. Philip Mann Esq.**
Mann Law Group
403 Madison Ave N
Suite 240
Bainbridge Island, WA 98110
US

Reference #: **5160000075 - Rep# 4**

Billing Specialist: **Gonzalez, Erwin**
 Email: **egonzalez@jamsadr.com**
 Telephone: **949-224-4642**
 Employer ID: **68-0542699**

RE: **Bungie, Inc vs. Aimjunkies.com, et al.**

Neutral(s): **Hon. Ronald Cox, (Ret.)**

Representing: **David Schaefer ; Aimjunkies, Inc. ; Phoenix Digital Group LLC ; Jeffrey Conway ; Jordan Green ; James Day**

Hearing Type: **ARBITRATION**

MW

Date / Time	Description	Your Share
3/17/22	Hon. Ronald E Cox (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 2,500.00

Total Billed: \$ 2,500.00

Total Payment: \$ 0

Balance: \$ 2,500.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

DEPOSIT REQUEST**Invoice Date**

3/17/2022

Invoice Number

6103842

Bill To: **Mr. William Rava Esq.**
Perkins Coie, LLP
1201 Third Ave.
Suite 4900
Seattle, WA 98101-3099
US

Reference #: **5160000075 - Rep# 1**

Billing Specialist: **Gonzalez, Erwin**
 Email: **egonzalez@jamsadr.com**
 Telephone: **949-224-4642**
 Employer ID: **68-0542699**

RE: **Bungie, Inc vs. Aimjunkies.com, et al.**

Representing: **Bungie, Inc.**

Neutral(s): **Hon. Ronald Cox, (Ret.)**

Hearing Type: **ARBITRATION**

MW

Date / Time	Description	Your Share
3/17/22	Hon. Ronald E Cox (Ret.) Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Failure to pay the deposit by the due date may result in a delay in service or cancellation of the session. With the exception of non-refundable fees, (Please review the Neutral's fee schedule regarding case management fee and cancellation policies), any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 2,500.00

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Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612



General Fee Schedule

Hon. Ronald E. Cox (Ret.)

PROFESSIONAL FEES

\$500 per hour

- All travel expenses are billed at actual cost.
- Other professional time (including additional hearing time, pre- and post-hearing reading and research, conference calls, and drafting orders and awards) will be billed at \$500 per hour. This may include travel time.

ARBITRATION FEES

Filing Fee

\$1,750 – Two Party Matter

\$3,000 – Matters involving three or more parties

\$1,750 – Counterclaims

- Entire Filing Fee must be paid in full to expedite the commencement of the proceedings
- A refund of \$875 will be issued if the matter is withdrawn within five days of filing. After five days, the Filing Fee is non-refundable.

Case Management Fee

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

CASE MANAGEMENT FEES FOR OTHER MATTERS

(Discovery, Special Master, Reference, and Appraisal)

Initial non-refundable Case Management Fee of \$600 per party

Plus 13% of Professional Fees

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to hearing	100% REFUNDABLE, except for time incurred
2 days or more	30 days or more prior to hearing	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable CMF, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A deposit request for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- For arbitrations arising out of employer-promulgated plans, the only fee that an employee may be required to pay is \$400. The employer must bear the remainder of the employee's share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS, whose determination shall be final.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when a consumer (as defined by those Minimum Standards) initiates arbitration against the company, the only fee required to be paid by the consumer is \$250. The company must bear the remainder of the consumer's share of the Filing Fee and all Case Management Fees.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

Seattle

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